



Offer and Acceptance

SOLICITATION NO.: ADDPC-FFY22-CIDH-A02

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OFFEROR:

OF
1

AZ Developmental Disabilities Planning Council

3839 North Third Street, Ste. 306

Phoenix, AZ 85012

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

Phone:

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The Offeror is not debarred by, or otherwise prohibited from participating in any publicly-funded contract awarded by any Federal, State or local jurisdiction.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____.

The effective date of the Contract is _____.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this

_____ day of _____

20_____

Erica McFadden, PhD, MSW, Executive Director

Community Index Maintenance / Data Hub for the ADDPC

RFGA# FFY22-CIDH-A02

Part 1

Background Information

The Arizona Developmental Disabilities Planning Council (ADDPC) sought out a contractor in 2019-2021 to develop web-based, digital visualization of community indicators that describe conditions, simplify complex data, measure progress, and track trends over time. Indicators are objective and policy neutral, presenting facts and descriptions rather than explanations. By answering “what,” quality indicators prompt people to question “why.” This can lead to improved analysis, accountability, and policy change. Investment in valid indicators promotes civic dialogue and provides the kind of feedback needed to build more inclusive and sustainable communities.

The ADDPC awarded a contract for the creation of the Community Index Project (a.k.a Disability Data Hub) that is currently operational and located on the ADDPC’s website (<https://addpc.az.gov/disability-data-arizona>) Several domains of data include: Demographics, Income, Education, Employment, Housing, and Transportation. This data is aggregated which allows comparisons of inclusiveness across time and geography within and outside Arizona and nationally. The information provides individuals, groups and whole communities an overview to determine where they stand in promoting community inclusion and gauge their progress over time.

In addition, the Disability Data Hub helps the ADDPC to further its mission of making Arizona a more inclusive community for all stakeholders in the state, especially those residents with developmental disabilities. It provides a “common ground” dataset for constructive dialogue across different disciplines, departments, sectors, and policymakers. The ADDPC is optimistic it will promote evidence-based decisions in policy evaluation and provide a way to share supplemental and original data from future ADDPC research initiatives.

Part 2

What is the Purpose or Desired Outcome?

Since the launch of the Disability Data Hub in 2021, the ADDPC desires a contractor to perform three main areas:

1. Annual updates
2. Maintenance of the Disability Data Hub
3. Refinements based on community feedback and newly released data by the U.S. Census Bureau.

What types of activities will be funded; What are the Deliverables if Funded?

It is expected that the Applicant shall complete the following activities:

1. Consolidating and rolling out minor version updates each quarter based on community feedback.
2. Consolidating and rolling out major feature updates each year based on community feedback.
3. Ongoing technical support and access to a data scientist for data use based on community inquiries.
4. Annual updates of all data in the dashboard.
5. At least 2 webinar presentations on the Disability Data Hub including purpose, key features, and availability for technical Q&A
6. Response to community inquiries (email), quarterly review of minor requests, and development/implementation of minor requests

Part 3

Total Amount Available

Total Amount Available: \$20,000

1. Only one request per applicant shall be submitted.
2. The ADDPC has the discretion to make awards for greater or lesser amounts than requested and to negotiate the scope of work and budget with applicants prior to making an award.

Number of Funded Applicants

Single award

Term of the Contract

The contract period for any approved application is 12 months. The term of the contract shall commence on date of last signature on the Award Notification or date of Award Letter and shall remain in effect as stated, unless terminated, canceled, or extended as otherwise provided herein.

The contract shall not bind nor purport to bind the ADDPC for any contractual commitment more than the original contract period. The ADDPC will not offer a contract renewal under this grant solicitation.

Eligibility

The solicitation is open to the following organizations/agencies within Arizona:

- Nonprofits* (must submit a 501 (c)(3) determination letter from the IRS, with your application if you are a non-profit)
- Community Colleges or Universities
- Small business, LLC's (registered to do business in AZ)

Part 4

Project Narrative

Applicants shall provide a written narrative to address the Scope of Work. The written narrative shall be single-spaced type, and shall be a maximum of 5 pages, not including other forms and attachments that are necessary to submit as part of your application. Type each question before answering and in the order as stated.

- 1) Describe how the Applicant will achieve the desired outcomes of the project. Include by what methods feedback from users will be obtained to inform types of changes to make to the Disability Data Hub.
- 2) Describe the capacity for the Applicant to successfully complete the activities of this project as stated on page 2. Provide any previous experience with this type of work and/or similar work.
- 3) Provide the name(s) of the key staff who would be assigned to this project, and summarize their educational background, length of time with organization, current title at firm, and previous experience with data analysis and graphics. Do not attach current resumes or CVs.
- 4) Provide a timeline with key tasks and what is needed from ADDPC to complete the project within the project year.
- 5) Provide a budget that shows a total all-inclusive cost. Include the number of hours at the hourly rate for each of the key staff working on this project. Budget must show 25% match that is cash or in-kind of the total program costs of the project.

Part 5

Dates to be Aware of

Application Due Date:

December 1, 2021, 3:00 PM Phoenix Local Time.

Applicants shall submit a full application, with all required forms and documents, in PDF format. email one full application to mcrane@azdes.gov

**Arizona Developmental Disabilities Planning Council
RFGA# FFY22-CIDH-A02**

SECTION 3: ADDPC SPECIAL INSTRUCTIONS FOR THIS RFGA

1. **REQUIRED REVIEW**

Applicants should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by ADDPC at least seven (7) days prior to the application's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of ADDPC as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the applicant to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

2. **PRE-APPLICATION CONFERENCE**

A Pre-Application Conference will not be held. If there are questions on any part of the RFGA application, please email the Contracts Manager at mcrane@azdes.gov

3. **LETTER OF INTENT**

Applicants are strongly encouraged to submit a Letter of Intent via email. The purpose of a Letter of Intent is to notify the ADDPC of the applicants' intent to apply for grant funding under this RFGA. Letters of Intent will be used only to review the number of expected applications and for planning purposes. Include in your Letter of Intent the name of the Applicant and the amount of funding being requested. Letters of Intent shall be emailed to the Contracts Manager, mcrane@azdes.gov **no later than November 24, 2021**. Letters of Intent shall remain confidential until final contract award.

4. **SUBMISSION OF APPLICATIONS**

It is the responsibility of each applicant to ensure their application is electronically submitted, as one complete PDF application, to mcrane@azdes.gov **by the due date and time**, December 1, 2021, 3:00 PM.

The ADDPC will not accept: Late electronic submissions, mailed or telefax copies. We are not responsible for costs of developing the application; and we are not responsible if any electronic copy is sent to another person other than who is designated on this grant solicitation.

5. **APPLICATION FORMAT AND CONTENT**

The applicant shall submit one complete electronic copy, in PDF format, to mcrane@azdes.gov by the due date and time.

The application narrative shall be typed, single-spaced with one-inch margins or wider with a 12-point using Verdana, Times New Roman or Arial font. Page numbers must be on the bottom of all pages.

The maximum number of pages to be typed is exclusive of other required attachments and forms, is five (5) pages. Legibly fill out the other required forms, and ensure proper signatures are obtained where necessary.

Below is the order the application shall be presented in:

- A. Offeror and Acceptance Form
- B. Project Narrative (Part 4 in scope of work)
- C. Project Budget Summary, and Budget Narratives for Costs and Match
- D. Nonprofit status: 501 (c)(3) determination letter from IRS, IF applicable
- E. Assurances for Non-Construction Programs
- F. Signed RFGA Amendment(s) if applicable

Please Note: Failure to include the requested information and in the required format will have a negative impact on the evaluation of the application.

6. APPLICATION OPENING

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant may be read publicly and recorded. The evaluation documentation shall not be subject to public inspection until after Contract award.

7. OFFER ACCEPTANCE PERIOD

Applications shall be irrevocable for 120 days after the application due date.

8. RESPONSIVENESS AND ACCEPTABILITY

Applications may not be considered responsive and / or acceptable if they do not contain sufficient information to evaluate the application in accordance with the factors identified in the solicitation or other necessary application components. Necessary components include: an indication of the applicants' intent to be bound, response to the scope of work, budget information, and submission of all other required forms and attachments.

9. EVALUATION

The ADDPC shall ensure that the final selection for the grant awards shall be made to those whose application is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria will include the following:

- 1. Meet Eligibility requirements.
- 2. Provide a comprehensive response to the Scope of Work, including complete responses to all questions under Part4–Project Narrative

3. Experience and qualifications of the applicant and personnel in carrying out the proposed project.
4. Cost effectiveness of the program that shows reasonable and allowable costs and matching funds.

ADDPC reserves the right to consider historic information and facts, whether gained from the Offeror's application, negotiations, references, or other sources, and the views of the evaluator(s) with a prior contract or service delivery experience with any of the offeror's, while conducting the application evaluations.

10. COMPETITIVE RANGE

If the ADDPC determines that the number of applications that would otherwise be in the Competitive Range exceeds the number at which an efficient competition can be conducted, the ADDPC may limit the number of applications in the Competitive Range to the greatest number that will permit an efficient competition among the most highly advantageous applications.

11. CLARIFICATIONS

ADDPC may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in applications. Clarifications shall not otherwise afford the applicant the opportunity to alter or change its application.

12. NEGOTIATIONS

ADDPC reserves the option to conduct negotiations with applicants who submit applications determined to be in the competitive range or reasonably susceptible of being selected for award. If negotiations are conducted, ADDPC shall issue a written request for final application revisions. Award may be made without negotiations, therefore, applications shall be submitted complete and on most favorable terms.

13. EXCEPTIONS

Applicants shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation. Exceptions may result in the rejection of the application.

14. CONFIDENTIAL INFORMATION

If a person believes that any portion of the application, offer, specification, protest, or correspondence contains information that should be withheld, then the ADDPC shall be so advised in writing (Budget is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §§ 41-2611 through 41-2616.

15. DEFINITION OF TERMS

A. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an application as non-responsive.

B. Should: Indicates something that is recommended but not mandatory. If the applicant fails to provide recommended information, the State may, at its sole option, ask the applicant to provide the information or evaluate the application without the information.

C. May: Indicates something that is not mandatory but permissible.

16. AVAILABILITY OF FUNDS FOR THE NEXT STATE FISCAL YEAR

Funds may not presently be available for performance under this solicitation beyond the current state fiscal year. If funds are not allocated and available for the continuance of this solicitation, and any subsequent contracts, they may be terminated by the ADDPC at the end of the period for which funds are available.

17. ADDPC'S RIGHTS

Notwithstanding any other provision of the RFGA, ADDPC expressly reserves the right to:

A. Waive any immaterial defect or informality;

B. Reject any or all applications, or portions thereof; or

C. Reissue the RFGA.

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS
OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

NOTE: If you have a current contract with the ADDPC **OR** have received a grant from the ADDPC in the past 3 years, you are not required to sign the Assurances for Non-Construction Programs.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National

Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
18. Will comply with the Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights of 2013 (P.L. 112-239, U.S.C. §§4712 et seq., section 828 of the National Defense Authorization Act).
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program, including the U.S. Health and Human Services, 2 CFR Part 300, and 45 CFR Part 75; and Grants Policy Statement. Each governs the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
OFFEROR ORGANIZATION	DATE